SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into on this 11th day of July, 2016 (the "Effective Date") by and among Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc. (including K&S Wiring Systems, Inc.), and Sumitomo Wiring Systems (U.S.A.) Inc. (collectively referred to herein as "Sumitomo") and the Attorney General of the State of California ("California AG"), on behalf of the State of California, including its state agencies ("California"), and the Attorney General of the State of Florida ("Florida AG"), on behalf of the State of Florida, including its state agencies, counties, municipalities, and any other entity that is an arm of the State of Florida ("Florida"). The California AG and the Florida AG are hereafter referred to as the "State AGs" and California and Florida are hereinafter referred to as the "Settling States."

WHEREAS, the State AGs are investigating possible violations of the federal antitrust laws, including Section 1 of the Sherman Act, as well as violations of their respective state antitrust and unfair competition laws, including California Business and Professions Code Sections 16720 *et seq.*, California Business and Professions Code Sections 17200 *et seq.*, the Florida Antitrust Act, and the Florida Deceptive and Unfair Trade Practices Act, related to the possible suppression and elimination of competition by the fixing of prices for wire harnesses and related products and heater control panels ("Released Parts" as defined further below);

WHEREAS, the State AGs believe that Sumitomo and its predecessors sold or manufactured the Released Parts that were installed in vehicles purchased by the Settling States;

WHEREAS, the State AGs believe they have valid claims for damages, penalties, and attorneys' fees against Sumitomo and litigation is warranted, but nevertheless believe that resolving their claims against Sumitomo according to the terms of this Agreement is in the best interest of the Settling States in advancing their investigation;

WHEREAS, Sumitomo has entered into separate class action settlement agreements ("Class Action Settlement Agreements") with the following groups: (1) plaintiffs purporting to represent a class whose members include automobile dealership purchasers of the Released Parts ("Automobile Dealership Plaintiffs") in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case Numbers: 2:12-cv-00102 and 2:12-cv-00402 (the "Automobile Dealership Action"); and (2) plaintiffs purporting to represent a class whose members include end-user purchasers of the Released Parts ("End-Payor Plaintiffs") in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), Case Numbers: 2:12-cv-00103 and 2:12-cv-00403 (the "End-Payor Action").

WHEREAS, the Class Action Settlement Agreements will result in the dismissal and release of claims by the Automobile Dealership Plaintiffs and End-Payor Plaintiffs against Sumitomo;

WHEREAS, Sumitomo is or has been a defendant in separate actions brought by other plaintiffs coordinated with *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the "MDL Litigation"), including but not limited to actions brought by: (1) plaintiffs purporting to represent a class whose members include direct purchasers of Released Parts; (2) plaintiffs purporting to represent a class whose members include truck and equipment dealership purchasers of Released Parts; (3) certain public entities; and (4) the State of Indiana (with the Automobile Dealership Action and End-Payor Action, collectively referred to herein as the "Actions");

WHEREAS, for purposes of this Agreement, the term "Released Parts" shall include "Automotive Wire Harness Systems," "Vehicle Wire Harness Systems," "Wire Harness Products," and "Heater Control Panels or HCPs," as those terms are defined in the operative complaints in the Actions at the time this Agreement is executed ("Complaints");

WHEREAS, Sumitomo, without any concession or admission of wrongdoing and despite its belief that it is not liable for the claims that have been or could be asserted, and its belief that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and potential future litigation, and to obtain the dismissal and releases contemplated by this Agreement, and to put to rest with finality all claims that could have been asserted against Sumitomo by the Settling States;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the California AG, on behalf of California, the Florida AG, on behalf of Florida, and Sumitomo, that all Released Claims (as defined below) shall be finally, fully, and forever settled, compromised and released, with prejudice, and except as provided herein, without additional attorneys' fees or costs, on the following terms and conditions:

1. Sumitomo shall make a payment to the California AG in the amount of $833,333 ("California Settlement Amount"). The California Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by California of the Released Parts or vehicles containing the Released Parts, and for attorneys' fees and other costs. The California AG shall provide Sumitomo with written payment processing instructions for payment by electronic transfer. Sumitomo shall pay the California AG within the later of (1) thirty (30) business days after the Effective Date, or (2) thirty (30) business days of receiving written

payment processing instructions from the California AG. No part of the California Settlement Amount paid by Sumitomo shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

2. Sumitomo shall make a payment to the Florida AG in the amount of $416,667 ("Florida Settlement Amount"). The Florida Settlement Amount shall be used as payment for damages allegedly arising from any purchases or leases by Florida of the Released Parts or vehicles containing the Released Parts, and for attorneys' fees and other costs. The Florida AG shall provide Sumitomo with written payment processing instructions for payment by electronic transfer. Sumitomo shall pay the Florida AG within the later of (1) thirty (30) business days after the Effective Date, or (2) thirty (30) business days of receiving written payment processing instructions from the Florida AG. No part of the Florida Settlement Amount paid by Sumitomo shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

3. The Settling States agree that, other than the settlement amounts, as listed herein, they shall have no other recovery of costs, fees, attorneys' fees, damages, penalties, or injunctive or other relief against Sumitomo.

4. In consideration of the payment of the settlement amounts, the Releasees (as defined below) shall be completely released, acquitted, and forever discharged from any and all claims, demands, judgments, actions, suits, or causes of action, that are or could be asserted, whether known or unknown, in any actions by or on behalf of the Settling States, or by or on behalf of any of the entities included with the foregoing definitions of California and Florida, arising out of or relating to any act or omission of the Releasees or of persons or entities alleged to be co-conspirators of the Releasees concerning price-fixing, market allocation, bid-rigging, or

any unfair or deceptive anti-competitive conduct arising out of or relating to the manufacture, sale, or distribution of the Released Parts at any time prior to and through the Effective Date (the "Released Claims"). For the purpose of this Agreement, the term "Releasees" shall refer to Sumitomo and to all of its respective past and present subsidiaries, including but not limited to the predecessors, successors, and assigns of each of the above, and each and all of the present and former principals, officers, directors, employees, and insurers of each of the foregoing.

5. With respect to the Released Claims, the State of California expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The State of Florida similarly waives any analogous rule or provision of Florida law to the extent it exists.

6. The California AG and Sumitomo shall use their best efforts to effectuate this Agreement and its purpose, including filing a settlement complaint for the Released Parts and an immediate, complete, and final dismissal with prejudice of such complaint as to Sumitomo, but not as to any defendant other than Sumitomo. Should the court require a delay between the filing of the complaint and the dismissal, all other proceedings in the litigation shall, by virtue of this Agreement, be stayed as to Sumitomo. The California AG and Sumitomo agree to take whatever further steps, if any, as may be necessary in this regard and agree to seek immediate dismissal of the settlement complaint. Sumitomo agrees to waive service of process of the complaint filed by

the California AG. The California AG and Sumitomo agree that any such filing shall occur in the U.S. District Court for the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then venue shall lie in the Superior Court of the State of California, County of San Francisco for claims asserted by the California AG. The Florida AG shall not file any such complaint against Sumitomo.

7. The Released Claims do not include any claims arising out of product liability, failure to disclose, misrepresentation, breach of warranty, or breach of contract claims in the ordinary course of business or unfair or deceptive conduct not based on allegations of competitor communications, price-fixing, market allocation, bid-rigging or anti-competitive conduct.

8. The release provided herein shall not have an effect on any claims, under federal, California, or Florida laws, brought by litigants other than the Settling States against Sumitomo, including, but not limited to, any claims or potential claims asserted in the Actions on behalf of plaintiffs or putative class members who do not fall within the foregoing definitions of California and Florida.

9. For the purposes of this Agreement, "Document" is defined to be synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a), including, without limitation, electronically stored information. A draft or a non-identical copy of a document is a separate document within the meaning of this term. The term "English Translations" means English translations of documents that were originally written in a language other than English that Sumitomo has provided to the United States Department of Justice, the Japanese Fair Trade Commission, the European Commission, or any other government entity ("Government Entities") relating to their investigations into alleged competition violations with respect to Released Parts.

10. In return for the release and discharge provided herein, Sumitomo agrees to use its best efforts to provide satisfactory and timely cooperation to the Settling States, as set forth specifically below ("Cooperation"). All Cooperation shall be coordinated so as to avoid all unnecessary duplication and expense whenever possible. Sumitomo agrees to the sharing, disclosure, or discussion of information or Documents produced or provided pursuant to this Agreement and Class Action Settlement Agreements among and between the State AGs, End-Payor Plaintiffs, and the Automobile Dealership Plaintiffs, unless the Class Action Settlement Agreements fail to receive final approval.

11. Counsel for Sumitomo shall provide the State AGs with the identity of all current and former employees, directors and officers of Sumitomo who: (1) were interviewed by any Government Entities in connection with alleged price-fixing, bid rigging, market allocation, and/or other unlawful anticompetitive activity concerning the sale of Released Parts in the United States or for vehicles that were sold in the United States; and/or (2) appeared before the grand jury in the DOJ's investigation into alleged antitrust violations with respect to Released Parts. Neither Sumitomo nor Counsel for Sumitomo shall be required to disclose to the State AGs the specific Government Entities to which each such current or former employee, director or officer of Sumitomo appeared before.

12. Sumitomo shall produce the following Documents and Transactional Data (as defined below) in Sumitomo's possession, custody or control, set forth in subparagraphs (a)-(g) as soon as practicable. Sumitomo consents to counsel for the End-Payor Plaintiffs and Automobile Dealership Plaintiffs sharing Documents and Transactional Data received from Sumitomo with the State AGs. Sumitomo is under no obligation to produce documents protected by the work-product doctrine, the attorney-client privilege, or any other privilege or doctrine

protecting disclosure or documents where production is prohibited by the relevant antitrust agencies, the law of relevant foreign jurisdictions, court, and/or protective order.

(a) Documents relevant to the claims alleged in the Complaints or that relate to or concern an actual or potential communication, meeting, or agreement between Sumitomo and one or more of its competitors, regarding the Released Parts to the extent that such Documents exist in the files of the 69 custodians listed at Appendix A and are dated between January 1, 1998 and October 31, 2011, or to the extent such documents are identified in proffers or by Sumitomo witnesses.

(b) All documents produced to Government Entities pursuant to a formal request for documents in connection with investigations of price-fixing, bid rigging, and market allocation of the Released Parts, and all documents produced to the DOJ pursuant to a formal or informal request for documents, and including, for both categories, all English Translations of such documents provided to those Government Entities, as of the Effective Date of this Agreement. Sumitomo shall not be required to disclose to the State AGs the specific Government Entities to which such documents were provided.

(c) Documents concerning Sumitomo's determinations of its prices for the Released Parts that it sells, including pricing policies, formulas, and guidelines, including Documents concerning the relationship between prices charged or submitted to different OEMs or to the same OEM for different models to the extent that such Documents exist in the files of the 69 custodians listed at Appendix A and are dated between January 1, 1998 and October 31, 2011, or to the extent such documents have been identified in proffers or by Sumitomo witnesses.

(d) Documents concerning the Released Parts that were collected and reviewed in connection with Sumitomo's internal investigation but were not provided to or seized by Government Entities and that are relevant to the claims and allegations in the Complaints to the extent that such Documents exist in the files of the 69 custodians listed at Appendix A and are dated between January 1, 1998 and October 31, 2011, or to the extent such documents have been identified in proffers or by Sumitomo witnesses.

(e) Documents showing how employees were trained or instructed to bid and set prices submitted to purchasers or potential purchasers, for products comprising the Released Parts, in RFQs, or any other procurement process, including documents stating the lowest bid or price employees were authorized to submit, how to determine the lowest allowable bid or price, and when and how to increase or decrease a proposed bid or price to the extent that such Documents exist in the files of the 69 custodians listed at Appendix A and are dated between January 1, 1998 and October 31, 2011, or to the extent such documents have been identified in proffers or by Sumitomo witnesses.

(f) Transactional data concerning sales of Automotive Wire Harness Systems to Original Equipment Manufacturers ("OEMs") or other purchasers of Automotive Wire Harness Systems and HCPs ("Transactional Data") from January 1, 1997 to September 15, 2017, including the following information (to the extent that it exists): (1) the date for each sale; (2) the final price of each sale; (3) the purchaser to whom each sale was made; (4) the model, model year(s), and brand of car for which each sale was made, as well as the country of sale of said cars; (5) the total amount of Automotive Wire Harness Systems sold in each sale; (6) the location where each sale was made; (7) the Sumitomo entity which made each sale; (8) value engineering and/or other price adjustment made to the Automotive Wire Harness Systems sold in each sale; (9) any ancillary costs associated with each sale such as tooling costs; (10) Sumitomo's profits, losses, and margins on the products comprising Automotive Wire Harness Systems and other reasonably available financial information, *e.g,* balance sheets and ledger data; (11) data showing Sumitomo's costs to produce the products comprising Automotive Wire Harness Systems; and (12) product description and identification information (including codes, identifiers, and/or part numbers). To the extent Sumitomo has not recorded or maintained electronic transaction data for any period between January 1, 1997 and September 15, 2017, then Sumitomo will use reasonable efforts to produce records of those sales transactions not recorded or maintained electronically in the existing electronic sales transaction databases. Additionally, Sumitomo will provide to the State AGs any later-generated electronic transactional data that is provided to plaintiffs in any other case involving Automotive Wire Harness Systems and HCP claims in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.).

(g) Documents concerning bids submitted to OEMs or other purchasers of Automotive Wire Harness Systems and/or HCPs related to the provision of Automotive Wire Harness Systems and/or HCPs, including the following information: (1) the date for each bid; (2) the price submitted in each bid; (3) bids formulated but not submitted due to agreements or understandings with co-conspirators; (4) the purchaser to whom each bid was submitted; (5) the model, model year(s), and brand of car for which each bid was submitted; (6) the location where each bid was submitted; (7) the Sumitomo entity which submitted each bid; (8) the identity of any other bids submitted by competitors, including each winning bid; (9) the specifications for each bid; and (10) adjustments made to each bid as it was being formulated, to the extent that such Documents exist in the files of the 69 custodians listed at Appendix A and are dated between January 1, 1998 and October 31, 2011. Sumitomo also agrees to produce the categories of Documents described in this Paragraph for those car models that Sumitomo has identified in their responses to the Direct Purchaser Plaintiffs' Interrogatory No. 8, to the extent that such Documents exist in the files of the 69 custodians listed at Appendix A and are dated between January 1, 1998 and December 31, 2013.

13. For all Documents withheld from production pursuant to: (1) the attorney-client privilege; (2) the work-product doctrine; (3) a protective order, or (4) any other applicable privilege or doctrine protecting documents from disclosure, Sumitomo shall provide a privilege log, to the extent it already exists or comes into existence as a result of the MDL Litigation or otherwise, describing such Documents in sufficient detail as to explain the nature of the privilege asserted or the basis of any other law or rule protecting such Documents. No Document shall be withheld under a claim of privilege if it was intentionally produced to any Government Entity. If any Document protected by the attorney-client privilege, the work-product protection or any other privilege is accidentally or inadvertently produced to the State AGs, upon notice by Sumitomo of such inadvertent production, the Document shall promptly be destroyed and/or returned to Sumitomo, the Document shall not be used by the State AGs for any purpose, and its production shall in no way be construed to have waived any privilege or protection attached to such Document. This Agreement, together with the Protective Order in each of the Actions and the Civil Investigative Demands, brings any inadvertent production by Sumitomo within the protections of Federal Rule of Evidence 502(d), and State AGs will not argue that production to any person or entity made at any time suggests otherwise.

14. In the event that Sumitomo produces Documents or provides declarations or written responses to discovery to any opposing party in the Actions or in the other Automotive Wire Harness Systems and HCP cases (a "Relevant Production"), Sumitomo shall produce all such Documents, declarations or written discovery responses to the State AGs contemporaneously with making the Relevant Production to the extent such Documents, declarations or written discovery responses have not previously been produced by Sumitomo to the State AGs. This Agreement does not restrict the State AGs from attending and/or participating in any depositions of Sumitomo witnesses in the Actions or in the other Automotive Wire Harness Systems and HCPs cases. Sumitomo will not object to the State AGs attending and/or participating in depositions of Sumitomo witnesses to the extent the State AGs' participation does not expand the time allotted for the deposition pursuant to applicable stipulations or orders in the MDL Litigation.

15. Additionally, Sumitomo shall use its best efforts to cooperate with the State AGs as set forth in this Paragraph. Any attorney proffers, witness interviews, or depositions provided pursuant to the below obligations shall be coordinated with, and occur at the same time as, the attorney proffers, witness interviews, and depositions to be provided in contemporaneous settlements of the End-Payor Action and Automobile Dealership Action entered into by Sumitomo in the MDL Litigation and any related obligations that may arise from any other settlement.

(a) Sumitomo's counsel agrees to make themselves available for up to three meetings of one business day each to provide an attorney proffer jointly to the State AGs of facts known to them regarding documents, witnesses, meetings, communications, agreements with competitors, events, background information, and any other relevant topics and to answer reasonable follow-up questions. Thereafter, Sumitomo's counsel will make themselves available for reasonable follow-up conversations. The parties and their counsel further agree that any statements made by Sumitomo's counsel in connection with and/or as part of this settlement, including the attorney proffer(s) referred to above, shall not be disclosed to any other party and shall be governed by Federal Rule of Evidence 408 and, otherwise, shall not be deemed admissible into evidence or to be subject to further discovery. Notwithstanding anything herein, the State AGs may use information contained in such statements in the prosecution of the Automotive Wire Harness Systems claims in the Automotive Parts Antitrust Litigation, 12-md-02311, and rely on such information to certify that, to the best of State AGs' knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(b) Sumitomo has agreed to provide a certain number of witness interviews, depositions, and declarations/affidavits as part of the Class Action Settlement Agreements. The State AGs may participate in the witness interviews conducted by counsel for the End-Payor Plaintiffs and Automobile Dealership Plaintiffs pursuant to provisions of the Class Action Settlement Agreements, and, to the extent they occur, any follow-up conversations between counsel for the End-Payor Plaintiffs and Automobile Dealership Plaintiffs and witnesses after witness interviews. If the End-Payor Plaintiffs and Automobile Dealership Plaintiffs confirm to the State AGs and Sumitomo that they have completed their witness interviews and in so doing conduct fewer than four (4) witness interviews, the State AGs shall be entitled to select additional persons for witness interviews up to a total (including witness interviews conducted by End-Payor Plaintiffs and Automobile Dealership Plaintiffs) of not more than four (4) witness interviews.

(c) The State AGs may also participate in the depositions conducted by the End-Payor Plaintiffs and Automobile Dealership Plaintiffs pursuant to the Class Action Settlement Agreements. If the End-Payor Plaintiffs and Automobile Dealership Plaintiffs confirm to the State AGs and Sumitomo that they have completed their depositions and in so doing conduct fewer than five (5) depositions pursuant to provisions of the Class Action Settlement Agreements, the State AGs shall be entitled to select additional persons for depositions up to a total (including depositions conducted by the End-Payor Plaintiffs and Automobile Dealership Plaintiffs) of not more than five (5) depositions. The State AGs may select those deponents from the following list of Sumitomo employees: Tadashi Matsumoto, Masaharu Nakamura, Yoshiyuki Ogata, Isao Okada, Shinsuke Okuda, Hideyuki Shigi, Masahiro Suda, and Yoichi Takeda, as well as the four (4) Sumitomo employees that are interviewed by the End-Payor Plaintiffs, Automobile Dealership Plaintiffs, and/or State AGs pursuant to this Agreement or the Class Action Settlement Agreements (collectively referred to herein as the "Witnesses"). Additionally, any declarations or affidavits provided by Sumitomo as part of the Class Action Settlement Agreements shall be made available to the State AGs and if requested by the State AGs will be provided in English.

(d) Should either the Florida AG or the California AG file a lawsuit against any other party that relates to the Released Parts and is coordinated with the MDL Litigation, Sumitomo shall, upon reasonable notice, make its best efforts to provide, for trial testimony, if necessary, a reasonable number of Sumitomo persons from among the

Witnesses or other persons who have been interviewed or deposed in the MDL Litigation, which may consist of current or former directors, officers, and/or employees of Sumitomo whom the State AGs, in consultation with counsel for Sumitomo, reasonably and in good faith believe possess knowledge of facts or information that would reasonably assist the State AGs as a trial witness in the Actions, and who will be prepared to testify truthfully. The State AGs shall reimburse Sumitomo, to the extent not otherwise reimbursed by other parties in the MDL Litigation, for reasonable travel expenses incurred by any such person in connection with their trial testimony, but in no event shall the State AGs be responsible for reimbursing such persons for time or services rendered.

(e) In addition to its Cooperation obligations set forth herein, Sumitomo agrees to produce through affidavit(s) or declaration(s) and/or at trial, in the State AGs' discretion, representatives qualified to authenticate, establish as business records, or otherwise establish any other necessary foundation for admission into evidence of any of Sumitomo's Documents and Transactional Data produced or to be produced and, to the extent possible, any Documents produced by Defendants or third-parties in the Actions. The State AGs agree to use their best efforts to obtain stipulations that would avoid the need to call Sumitomo witnesses at trial for the purpose of obtaining such evidentiary foundations.

16. The State AGs agree they will not use the information provided by Sumitomo or the other Releasees or their representatives under this Agreement for any purpose other than in their investigation or the prosecution of claims in the MDL Litigation and will not use it beyond

what is reasonably necessary as part of their investigation or for the prosecution of claims in the MDL Litigation or as otherwise required by law.

17. To the extent that the State AGs learn new information through Sumitomo's Cooperation that the State AGs believe in good faith requires additional interviews, depositions, documents or data, nothing in this Agreement shall prevent the State AGs from requesting such additional reasonable Cooperation, and Sumitomo agrees not to unreasonably deny such additional reasonable Cooperation.

18. The California AG agrees that the use of any information or Documents provided pursuant to this Agreement shall be subject to the terms of the Protective Order in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (Dkt. No. 200), to which the California AG agrees to be bound. All Documents and other information provided pursuant to this Agreement will be deemed at least "Highly Confidential," as said designation is described in the Protective Order, and subject to the Protective Order as if they had been produced in response to discovery requests and so designated. The parties and their counsel further agree that any statements made by Sumitomo's counsel in connection with and/or as part of this settlement, including the attorney proffer(s) referred to above, shall be governed by Federal Rule of Evidence 408.

19. The California AG agrees that the Documents and information provided by Sumitomo pursuant to this Agreement shall be records of investigations conducted by the office of the Attorney General as that term is used in the California Public Records Act (Cal. Gov't Code §6254(f)), and they shall not disclose the information in response to a request for inspection or copying under the California Public Records Act (Cal. Gov't Code § 6250 *et seq.*) or other statutory or regulatory provisions akin to the federal Freedom of Information Act, except

to the extent required by law. To the extent the California AG receives requests that it believes may require the provision of any such information, the California AG shall first advise Sumitomo and afford it an opportunity to take action to maintain the confidentiality of information it has provided to the extent Sumitomo deems necessary and appropriate and at Sumitomo's expense; the California AG shall not take action adverse to Sumitomo in connection with any such proceeding.

20. The Florida AG shall serve, and Sumitomo agrees to accept service of process of, Civil Investigative Demands requesting Documents, witness interviews, and testimony to be provided by Sumitomo pursuant to this Agreement. The Florida AG shall keep any information or Documents produced pursuant to the Civil Investigative Demands confidential and such use shall be restricted to only those uses as authorized by §542.28 Florida Statutes. To the extent the Florida AG receives requests that it believes may require the production of any such information, the Florida AG shall first advise Sumitomo and afford it an opportunity to take action to maintain the confidentiality of information it has provided to the extent Sumitomo deems necessary and appropriate and at Sumitomo's expense.

21. In the event that this Agreement does not become final as between Sumitomo and California, or the settlement complaint described in Paragraph 6 is not filed/dismissed with prejudice or this Agreement otherwise is terminated by either Sumitomo or California under any provision herein then: (1) this Agreement shall be of no force or effect as to Sumitomo and California, but shall remain in effect as to Sumitomo and Florida; (2) any and all parts of the California Settlement Amount and any income or interest earned upon this sum after it is paid into the account shall be returned forthwith to Sumitomo; (3) Sumitomo shall be entitled to any

tax refunds owing to the California Settlement Amount; and (4) Sumitomo expressly reserves all of their rights and defenses with respect to California.

22. In the event that the settlement complaint described in Paragraph 6 is not filed/dismissed with prejudice or this Agreement otherwise is terminated by either Sumitomo or California under any provision herein, the California AG agrees that it will not be permitted to use in any way or introduce into evidence against Sumitomo and any third parties, at any hearing or trial, or in support of any motion, opposition, or other pleading in the Actions or in any other federal or state or foreign action alleging a violation of any law, any information, proffers, deposition testimony or any Documents provided by Sumitomo, or any individual made available by Sumitomo pursuant to Cooperation (as opposed to from any other source or pursuant to a court order). Notwithstanding anything contained herein, the California AG is not relinquishing any rights to pursue discovery against Sumitomo in the event that this settlement fails to receive any necessary court approvals. If the settlement complaint described in Paragraph 6 is not filed/dismissed with prejudice or this Agreement otherwise is terminated by either Sumitomo or California under any provision herein, that event will have no effect on the settlement between Sumitomo and the Florida AG. And, should this Agreement not become final as between Sumitomo and California or be terminated by either Sumitomo or California for any reason, the Florida AG may not provide to the California AG and the California AG may not receive from the End-Payer Plaintiffs, Automobile Dealership Plaintiffs, and/or Florida AG any information or Documents from Sumitomo obtained pursuant to Cooperation.

23. The California AG further agrees that, should this Agreement not become final as between Sumitomo and California or be terminated by either Sumitomo or California for any reason, all Documents provided by Sumitomo pursuant to this agreement will be returned to

Sumitomo or destroyed within sixty (60) days of the termination or failure to become final. Whether the Documents are returned or destroyed, the California AG will submit a written certification to Sumitomo by the sixty (60) day deadline that identifies (by category, where appropriate) all Documents that were returned or destroyed and that affirms that the California AG has not retained any copies, abstracts, compilations, summaries or other form that reproduces or captures any of the Documents provided by Sumitomo.

24. The release set forth in this Agreement shall not release Sumitomo's obligations to provide Cooperation pursuant to this Agreement. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, Sumitomo's respective obligations to provide Cooperation under this Agreement shall cease whenever ordered by a court or on the date that final judgment has been entered in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.), for any claims asserted against the parties named as defendants for price-fixing, allocating markets, bid-rigging, or any other forms of anti-competitive conduct in the manufacture, sale, or distribution of the Released Parts.

25. This Agreement shall not be deemed or construed to be an admission of liability or of any violation of any statute or law or of any wrongdoing by Sumitomo. Nor shall this Agreement be deemed as an admission by Sumitomo of any of the allegations or claims by the Settling States. This Agreement may not be used by the Settling States or anyone else in any pending or future civil, criminal, or administrative action or proceeding against Sumitomo, except in a proceeding or action to enforce this Agreement.

26. This Agreement does not settle or compromise any claim by the Settling States against any defendant or alleged co-conspirator other than Sumitomo. All rights against such other defendant or alleged co-conspirator are specifically reserved by the Settling States.

Nothing in this Agreement shall affect the right of the Settling State to claim that joint and several liability of defendants other than Sumitomo includes the volume of sales made by Sumitomo.

27. This signing of this Agreement terminates the tolling agreements between Sumitomo and the Florida AG, effective as of January 29, 2013 and October 16, 2013 and extended through letter agreements through January 29, 2017. The tolling agreement between Sumitomo and the California AG, effective as of August 31, 2012 and extended by letter agreement through August 28, 2016, will terminate upon dismissal with prejudice of the settlement complaint filed by California.

28. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument, and a facsimile signature or PDF signature shall be deemed an original signature for purposes of executing this Agreement.

29. This Agreement contains the entire agreement between the parties, and no other understandings or agreements, verbal or otherwise, exist between the parties, except as set forth herein.

30. This Agreement may not be modified, changed, cancelled, rescinded, amended, or varied, nor may any or all of its terms be waived, except by a writing signed by all of the parties.

31. Neither the Settling States nor Sumitomo shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

32. Where this Agreement requires either party to provide notice or any other communication or Document to the other, such notice shall be in writing, and such notice, communication, or Document shall be provided by electronic mail or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

33. The California AG and Sumitomo agree that with respect to the settlement with California, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California and the parties agree that venue for any and all matters or disputes arising out of this Agreement and asserted by or against the California AG shall lie solely in the U.S. District Court for the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then venue shall lie in the Superior Court of the State of California, County of San Francisco.

34. The Florida AG and Sumitomo agree that with respect to the settlement with Florida, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida and the parties agree that venue for any and all matters or disputes arising out of this Agreement and asserted by or against the Florida AG shall lie solely in the U.S. District Court for the Eastern District of Michigan or, in the event jurisdiction is declined in the Eastern District of Michigan, then venue shall lie in the Second Circuit Court of the State of Florida.

35. Each party affirms that this Agreement has been executed by its authorized representative, who is acting within his or her capacity and authority and that by his or her signature this representative is binding the party on behalf of whom the Agreement is executed to the terms and conditions of this Agreement.

Dated: July 11, 2016

Kamala D. Harris
Attorney General
State of California

By: [signature]
Kathleen E. Foote
Senior Assistant Attorney General
Michael Jorgenson
Deputy Attorney General
455 Golden Gate Avenue, Ste. 11000
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Counsel for the State of California

Dated: ____________

Pamela Jo Bondi
Attorney General
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By: ____________
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Dated: ____________

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Counsel for Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc. (including K&S Wiring Systems, Inc.), and Sumitomo Wiring Systems (U.S.A.) Inc.

Dated: July 11, 2016

Kamala D. Harris
Attorney General
State of California

By: ____________
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Counsel for the State of California

Dated: 7/11/16

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Dated: ______________

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Dated: ______________

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APPENDIX A

Yoshitaka Ando
Tokiji Aoyama
Masamitsu Chishima
Lyndsey (Rodgers) Coschino
Yoshio Ebihara
Eric Fidh
Takashi Fukuoka
Koichi Hamaguchi
Toshihiko Hojo
Takashi Horiuchi
Toyoaki Hosokawa
Hitoshi Inoue
Osamu Inoue
Hiroki Ishida
Yuichi Ishiguro
Shoji Ishii
Masataka Iwakawa
Maria Jhun
Takashi Kakihara
Ryo Kakuma
Yoshikazu Kato
Hiroyuki Katsuno
Tomofumi Katsuyama
Makoto Kawakita
Tatsuya Kawakita
Takao Kawamura
Hiroyuki Kimura
Kazuyuki Kondo
Toru Kuwahara
William Lefebvre
Tadashi Matsumoto
Toshihiro Minami
Ryo Mizushima
Tomoaki Nagano
Kazuyoshi Nakai
Masaharu Nakamura
Soichiro Namba
Tetsuo Nishihara
Arata Noheji
Yoshiyuki Ogata
Yoichiro Oka
Isao Okada
Motoi Okishio
Naoya Okuda
Shinsuke Okuda
Taiji Okuda
Masakazu Ootsu
Alex Shen
Naoki Shida
Hideyuki Shigi
Atsushi Shimizu
Kazushi Shimizu
Andy Sleeman
Masahiro Suda
Seijiro Suenobu
Yusuke Tabata
Yoichi Takeda
Takeshi Tanaka
Michihiko Tani
Yuzo Tokumaru
Kunihiro Toya
Hideaki Uemura
Takashi Ueno
Yoshikazu Uno
Akifumi Urata
Kenichi Urushibata
Scott Wakefield
Han Xinghui/Seiki Kan
Jun Yamada